



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

Hydrant Meter Rental Agreement

The City of Paso Robles (City) makes hydrant meters available for rent by contractors performing work within the City limits *as a courtesy* and to protect the City's fire water system from misuse. Contractors seeking to rent a City of Paso Robles (City) hydrant meter must accept the following terms and conditions as a condition of renting this equipment:

1. Contractors shall under no circumstances transport water out of City limits for any reason.

Location where Contractor will use water: _____

Starting date: _____

2. Hydrant meters may be rented only in conjunction with a City issued permit for grading, building or other construction-related activities. The City Water Manager must approve any request to use water for any other purpose.

City Issued Permit # and Expiration Date: _____

3. Upon completion of the work described in the City permit, or as otherwise provided in this Agreement, the Contractor shall promptly notify and return the hydrant meter to the City in good condition, ordinary wear and tear excepted.

4. Meters may be rented only for the duration of the work associated with the City issued permit or 6 months, whichever is less. If the project for which the meter was rented takes more than six months, the Contractor shall return the meter to the City at the end of each six month period. If the Contractor has complied with all of the requirements of this agreement, a new meter may be rented upon payment of all applicable fees.

5. Improper operation of fire hydrants can cause severe damage to the City's water system and surrounding property. By renting and using a hydrant meter, Contractor agrees to fully compensate the City and any other party for all damages arising from or related to Contractor's use of the hydrant meter.

6. Contractors shall operate the Fire Hydrants and hydrant meters properly, including but not limited to the following:

- a. Fire hydrants must be opened and closed slowly to prevent water system damage.
- b. Fire Hydrants may be operated only with a properly sized specialty hydrant wrench.
- c. The Contractor shall use an air gap or certificated back-flow prevention device at all times.

7. Contractors shall not remove the meter from the hydrant on which it was originally installed. Only City personnel may install, remove or relocate hydrant meters.

8. The City may, at its discretion, terminate the hydrant rental and remove the hydrant meter from service if the hydrant meter readings show usage of less than 1000 gallons (134 ft3) over a 60-day period.
9. City may discontinue use of City water and recall hydrant meters at any time if water supplies are low.
10. Contractor must not alter the meters in any way. Lost or stolen meters, as well as any damage to a fire hydrant, equipment or other property must be reported immediately to the City, and the Contractor will compensate the City for all costs of repairing or replacing any damaged equipment.
11. The City reserves the right not to rent a hydrant a meter to any Contractor or other person who has misused a hydrant meter or fire hydrant, or has violated the terms and conditions of this Agreement.
12. **The City will charge a minimum of one-month rental charge, \$125.00/month, for use of a hydrant meter. The last month of the meter rental will not be prorated.**
13. **Contact Water Billing Department for latest fees including; deposit, monthly rental, consumption charges, setup, relocation and late fees.**
14. Contractor assumes all risk in connection with use of the fire hydrant and/or hydrant meter. Contractor shall indemnify, defend, and hold harmless the City of Paso Robles and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense (including attorneys' fees and costs) of any kind or nature that may be caused by or arise from the rental, use or misuse of the fire hydrant and/or hydrant meter, whether by Contractor or by anyone directly or indirectly employed or contracted with by Contractor, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense (including attorneys' fees and costs) shall accrue or be discovered before or after termination of this agreement.

By signing below you are agreeing to all the terms and conditions set forth above:

Contractor _____
Signature Date

Printed Name _____

License No. _____

Company Name _____

Billing Address _____

Business Phone _____

Business Tax ID # _____

Job Site Supervisor & Cell Phone # _____